

AMENDMENT TO EQUIPMENT TRUST AGREEMENT MAY 11 1976 11 15 AM

AMENDMENT to Equipment Trust Agreement dated as of INTERSTATE COMMERCE COMMISSION

May 1, 1976, among BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter called the "Trustee"), UNITED STATES RAILWAY LEASING COMPANY (hereinafter called the "Company"), UNITED STATES RAILWAY EQUIPMENT CO. (hereinafter called "Equipment Co."), and UNITED STATES RAILWAY MFG. CO. (hereinafter called "Mfg. Co.").

WHEREAS, the Trustee, the Company, Equipment Co. and Mfg. Co. have heretofore entered into that certain Equipment Trust Agreement dated as of April 1, 1976, and recorded with the Interstate Commerce Commission on May 7, 1976, at 1:10 P.M. as recordation No. 8316; and

WHEREAS, the parties wish to provide for the payment of the principal of and interest on the Trust Certificates (as defined in said Equipment Trust Agreement) in Chicago, Illinois.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and sufficiency hereof is hereby acknowledged the parties hereto hereby agree as follows:

1. Section 2.02 of the Equipment Trust Agreement is hereby amended by deleting from the second line of the fourth paragraph thereof the phrase "Corporate Trust Office" and substituting therefor the phrase "office of the Paying Agent of the Trustee in Chicago, Illinois, or if the Paying Agent is the Company, the Continental Illinois National Bank and Trust Company of Chicago".

2. Section 4.04 of the Equipment Trust Agreement is amended by deleting from the third line of the first paragraph thereof the phrase "Corporate Trust Office" and substituting therefor the phrase "office of the Paying Agent of the Trustee in Chicago, Illinois, or if the Paying Agent is the Company, the Continental Illinois National Bank and Trust Company of Chicago".

3. Section 9.08 of the Equipment Trust Agreement is amended by changing the comma after the word "Illinois" to a period and by deleting from said Section the proviso therein contained.

4. The Equipment Trust Agreement is amended by adding thereto as Section 9.09 the following:

"Section 9.09. Paying Agent. Whenever the Trustee shall appoint a Paying Agent other than the Company, it will cause such Paying Agent to execute and deliver to the Trustee an instrument in which such Agent shall agree with the Trustee, subject to the provisions of this Section,

(a) that it will hold all sums held by it as such Agent for the payment of the principal of or interest on the Trust Certificates (whether such sums have been paid to it by the Company or by any other obligor on the Trust Certificates) in trust for the benefit of the holders of the Trust Certificates and will notify the Trustee of the receipt of sums to be so held, and

(b) that it will give the Trustee notice of any failure by the Company (or by any other obligor on the Trust Certificates) to make any payment of the principal

of or interest on the Trust Certificates when the payment shall be due and payable.

If the Company shall act as Paying Agent for the Trustee, it will, on or before each due day of the principal of or interest on the Trust Certificates, set aside, segregate and hold in trust for the benefit of the holders of the Trust Certificates a sum sufficient to pay each principal of or interest so becoming due. The Company will promptly notify the Trustee of any failure to take such action.

5. The second full paragraph on Page 2 of Schedule B to the Equipment Trust Agreement is hereby amended as follows:

(A) By adding after the word "Trustee" in the third line thereof, the phrase "or the Paying Agent";

(B) By deleting therefrom the phrase "Corporate Trust Office of the Trustee at 555 California Street, Corporate Agency Division, San Francisco, California 94104 (hereinafter called the Corporate Trust Office)" and substituting therefor the phrase "office of the Paying Agent of the Trustee in Chicago, Illinois, or if the Paying Agent is the Company, the Continental Illinois National Bank and Trust Company of Chicago"; and

(C) By deleting from the fourteenth line thereof the phrase "in the second paragraph of Section 4.08,".

6. Page 3 of Schedule B to the Equipment Trust Agreement is amended by adding after the word "Office" on the first line thereof the phrase "(as defined in the Equipment Trust Agreement)".

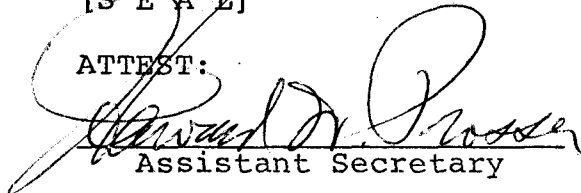
IN WITNESS WHEREOF, the Company, Equipment Co.,

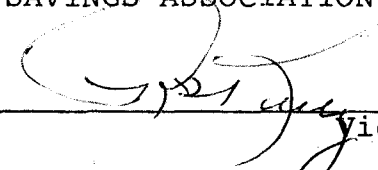
Mfg. Co. and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION

[S E A L]

ATTEST:

  
Assistant Secretary

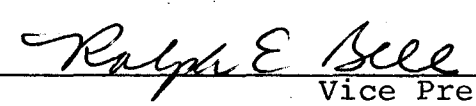
By:   
Vice President

UNITED STATES RAILWAY LEASING COMPANY

[S E A L]

ATTEST:

  
Assistant Secretary

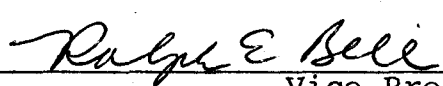
By:   
Vice President

UNITED STATES RAILWAY EQUIPMENT CO.

[S E A L]

ATTEST:

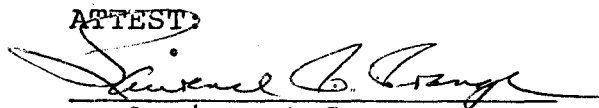
  
Assistant Secretary

By:   
Vice President

U. S. RAILWAY MFG. CO.

[S E A L]

ATTEST:

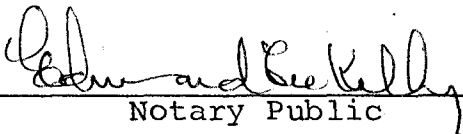
  
Assistant Secretary

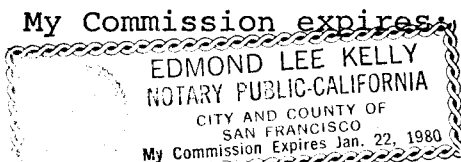
By:   
Vice President

STATE OF CALIFORNIA )  
 ) ss.  
CITY AND COUNTY OF SAN FRANCISCO )

On this <sup>7<sup>th</sup></sup> day of May, 1976, before me personally appeared **R. F. KELLY**, to me personally known, who, being by me duly sworn, says that he is a Vice President of Bank of America National Trust and Savings Association, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

  
Notary Public



STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this <sup>10<sup>th</sup></sup> day of May, 1976, before me personally appeared **Ralph E. Bell**, to me personally known, who, being by me duly sworn, says that he is a Vice President of United States Railway Leasing Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

  
Notary Public

My Commission expires:  
My Commission Expires April 18, 1977

STATE OF ILLINOIS     )  
                              )   ss.  
COUNTY OF COOK        )

On this *10th* day of May, 1976, before me personally appeared Ralph E. Bell, to me personally known, who, being by me duly sworn, says that he is a Vice President of United States Railway Equipment Co., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

*Jeanne S. Peterson*  
Notary Public

My Commission expires:  
My Commission Expires April 18, 1977

STATE OF ILLINOIS     )  
                              )   ss.  
COUNTY OF COOK        )

On this *10th* day of May, 1976, before me personally appeared Ralph E. Bell, to me personally known, who, being by me duly sworn, says that he is a Vice President of U. S. Railway Mfg. Co., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

*Jeanne S. Peterson*  
Notary Public

My Commission expires:  
My Commission Expires April 18, 1977.